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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re: MARK CHANG aka Mark Anthony Chang	§	Case No. 23-50932-cag (Chapter 7)
	§	
	§	
LAKEVIEW LOAN SERVICING, LLC, its successors and/or assigns, Movant	§	
	§	
	§	
vs.	§	JUDGE CRAIG A. GARGOTTA
	§	
MARK CHANG aka Mark Anthony Chang, Debtor and Randolph N Osherow, Trustee, Respondents	§	
	§	
	§	

**MOTION FOR RELIEF FROM AUTOMATIC STAY AGAINST DEBTOR(S)
REGARDING 10414 STONEFIELD PL, SAN ANTONIO, TX 78254 AND WAIVER OF
THIRTY DAY REQUIREMENT PURSUANT TO 11 U.S.C. §362(e)**

NOTICE: THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTEREST. IF NO TIMELY RESPONSE IS FILED WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD. A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

LAKEVIEW LOAN SERVICING, LLC (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay with respect to certain real property of the Debtor(s) having an address of 10414 STONEFIELD PL, SAN ANTONIO, TX 78254 (the “Property”). The facts and circumstances supporting this Motion are set forth in the Affidavit in Support of Motion for Relief from Automatic Stay filed contemporaneously herewith (the “Affidavit”). In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 7 of the United States Bankruptcy Code was filed with respect to the Debtor(s) on 07/21/2023.

2. The Debtor(s) has/have executed and delivered or is/are otherwise obligated with respect to that certain promissory note in the original principal amount of \$222,888.00 (the “Note”). A copy of the Note is attached hereto as Exhibit “A”. Movant is an entity entitled to enforce the Note.

3. Pursuant to that certain Deed of Trust (the “Deed of Trust”), all obligations (collectively, the “Obligations”) of the Debtor(s) under and with respect to the Note and the Deed of Trust are secured by the Property. A copy of the Deed of Trust is attached hereto as Exhibit “B”.

4. All rights and remedies under the Deed of Trust have been assigned to the Movant pursuant to that certain assignment of deed of trust, a true and correct copy of which is attached hereto as Exhibit “C”.

5. The legal description of the Property is set forth in the Deed of Trust, a copy of which is attached hereto, and such description is incorporated and made a part hereof by reference.

6. As of the July 25, 2023, the amount of the outstanding Obligations is at least \$241,733.43.

7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$650.00 in legal fees and \$188.00 in costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The following chart sets forth the number and amount of payments due pursuant

to the terms of the Note that have been missed by the Debtor(s):

Type	#	From	To	Monthly Payment Amount	Total Missed Payments
Payments	2	01/01/2023	02/01/2023	\$2,177.19	\$4,354.38
Payments	5	03/01/2023	07/01/2023	\$2,338.93	\$11,694.65
Less post-petition partial payments:					(\$0.00)

Total: \$16,049.03

9. Cause exists for relief from the automatic stay for the following reasons:

- (a) Movant's interest in the Property is not adequately protected.
- (b) Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor(s) has/have no equity in the Property; and pursuant to § 362(d)(2)(B), the Property is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.

2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

3. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.

4. For such other relief as the Court deems proper. Further, Movant may contact the Debtor by telephone or written correspondence and, at it option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan

workout/loss mitigation agreement regarding said real property.

Respectfully submitted,

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By: /s/ Jessica L. Holt
Jessica L. Holt (Bar No. 24078680)

Michael W. Zientz (Bar No. 24003232)
Jessica L. Holt (Bar No. 24078680)
Kelli Johnson (Bar No. 24053317)
Chelsea Schneider (Bar No. 24079820)
Ester Gonzales (Bar No. 24012708)
ATTORNEY FOR MOVANT

Certificate of Service

A copy of this motion was served on the persons listed below in the manner indicated on August 3, 2023.

By: /s/ Jessica L. Holt

Michael W. Zientz (Bar No. 24003232)
Jessica L. Holt (Bar No. 24078680)
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Ester Gonzales (Bar No. 24012708)

Via Pre-Paid U.S. Mail:

MARK CHANG aka Mark Anthony Chang
15801 CHASEHILL BOULEVARD
APT. 1305
SAN ANTONIO, TX 78256

Debtor(s)

Via ECF:

CYNTHIA ZUNIGA PUIG
4007 MCCULLOUGH #460
SAN ANTONIO, TX 78212
Attorney for Debtor(s)

Via ECF:

Randolph N Osherow
342 W Woodlawn, Suite 100
San Antonio, TX 78212
CHAPTER 7 TRUSTEE

Via ECF:

US TRUSTEE
441 G STREET, NW, SUITE 6150
WASHINGTON, DC 20530

PARTIES REQUESTING NOTICE:

Attn: Bridgecrest Acceptance Corporation Department
AIS Portfolio Services, LLC
Account: XXXXXXXXX9101
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118